

ATTACHMENT- A

**CANADA-ONTARIO-TORONTO
MEMORANDUM OF UNDERSTANDING ON
IMMIGRATION AND SETTLEMENT**

This Memorandum of Understanding made on September 29, 2006

BETWEEN: HER MAJESTY IN RIGHT OF CANADA (“Canada”) as represented by the Minister of Citizenship and Immigration Canada (“Federal Minister”)

AND: HER MAJESTY IN RIGHT OF THE PROVINCE OF ONTARIO (“Ontario”) as represented by the Minister of Citizenship and Immigration (“Provincial Minister”)

AND: THE CITY OF TORONTO (“City of Toronto”) as represented by His Worship the Mayor of Toronto

WHEREAS the three Parties to this Memorandum of Understanding (MOU) recognize that the extent to which immigrants succeed in Toronto is directly linked to the successful implementation of Canada’s immigration policy, the successful implementation of settlement and integration policies in Ontario, and the success of Toronto as Ontario’s and Canada’s largest city;

AND WHEREAS the Parties undertake this MOU to fulfil a commitment outlined in the Canada-Ontario Immigration Agreement (the “Agreement”) Annex F, Section 5.3.2, which indicates that:

“Canada and Ontario agree to sign a Memorandum of Understanding with the City of Toronto within nine months of the signing of this Agreement, which will provide a framework for the three governments to discuss matters related to immigration and settlement.”

AND WHEREAS the Parties recognize the scope of the Agreement and agree that this MOU will focus their joint efforts on achieving the goals and outcomes outlined in the Agreement;

AND WHEREAS this MOU envisages Canada, Ontario and the City of Toronto working in partnership on policy, programs and service delivery so that immigrants settling in Toronto have the opportunity to become full participants in a diverse and equitable society;

AND WHEREAS this MOU recognizes the strengths and responsibilities of each Party and will capitalize on these to ensure that immigrants in Toronto have efficient and seamless access to the opportunities, resources and appropriate range of programs and services they need to facilitate and maximize their participation in social, economic, cultural and civic life;

AND WHEREAS the City of Toronto will contribute its experience, expertise and capacity for community infrastructure and service delivery methods, and its frontline assessment and experience with the immigrant settlement process, these contributions

being intended to enhance the existing federal and provincial strengths of well-established policies, programs and networks;

The Parties have, therefore, reached the following understanding:

1. Purpose

This MOU will:

- (a) assist Canada, Ontario and the City of Toronto in meeting their respective immigration and settlement objectives;
- (b) be consistent with other federal, provincial and City commitments to work together to cooperate on areas of mutual interest;
- (c) support the Parties in working together to create opportunities to improve outcomes for immigrants;
- (d) recognize current jurisdictional responsibilities and not be a funding agreement;
- (e) function as an information-sharing and consultation forum on immigration and settlement matters and their impact on Toronto as described in section 4.1 of Annex F to the Agreement;
- (f) provide the basis for discussions and further specific agreements or arrangements, where appropriate, on distinct issues related to immigration and settlement in Toronto; and
- (g) help to facilitate and complement the integration of policies and programs.

2. Principles

The Parties agree that decisions and actions resulting from this MOU will be guided by the following principles:

Horizontality: The Parties will commit to working collaboratively across and within governments in order to build effective partnerships and achieve better results.

Cooperation: The Parties will bring together their resources and expertise more effectively to achieve lasting change, while respecting the individual jurisdictions, mandates and decision-making processes of each to ensure that the needs of immigrants are met.

Transparency and accountability: The Parties will strive for open and transparent communications and decision-making processes.

Focus on results: The Parties will strive to work together to improve outcomes for immigrants.

Relationship with other initiatives: The Parties will facilitate the sharing of information and, where appropriate, link existing and new trilateral and bilateral initiatives within the context of the vision of this MOU.

3. Governance

To ensure that the Parties are able to achieve the desired outcomes of this MOU:

- (1) An MOU Steering Committee will be created that will be comprised of the City of Toronto's City Manager and the Assistant Deputy Ministers of Citizenship and Immigration Canada and the Ontario Ministry of Citizenship and Immigration. The MOU Steering Committee will meet at least two times a year to ensure that the goals and objectives of this MOU are being met, and to:
 - (a) identify and recommend priorities for joint action and undertake initiatives;
 - (b) monitor and review progress of this MOU;
- (2) The City of Toronto will have representation on appropriate working groups, including the Settlement Working Group and the Language Training Working Group as defined in the Agreement, and through these working groups, the Parties may:
 - (a) facilitate the achievement of shared priorities and results;
 - (b) include, as appropriate, leads from other ministries, departments, city divisions or agencies to address specific issues or proposals.
- (3) Task teams may be created by the MOU Steering Committee as appropriate to work on issues of common interest. Under the overall direction of the MOU Steering Committee, task teams may be responsible for tasks such as commissioning research, collaborating on policy and program directions, or organizing workshops or symposiums.

4. Primary Areas of Interest

- (1) In the context of the vision and principles of this MOU, the Parties shall identify immigration and settlement issues for discussion, collaboration and action through the MOU Steering Committee. The Parties may also identify areas for specific action under this MOU which will result in the development of a work plan and strategies, including evaluation frameworks and studies as appropriate, for targeted response.
- (2) The Parties agree to collaborate in their efforts to improve outcomes for immigrants in the following four areas of mutual interest within the scope of the Agreement and the respective responsibilities of the Parties:
 - (a) Access to employment – The Parties recognize that a strong economy and access to good jobs are essential supports to successful settlement and avoidance of poverty, and the Parties agree to take measures to reduce the barriers to labour market integration to ensure the successful economic and social integration of immigrants in Toronto.
 - (b) Access to education and training – The Parties recognize that access to education is the foundation for active participation in all social, economic and cultural aspects of life in Canada and agree to take measures so that immigrants have access to appropriate educational and training opportunities such as adult English as a Second Language/French as a Second Language courses to improve communication skills, and assistance to obtain certification in their profession or trade. These opportunities may be made available in schools, colleges, universities, work places and community locations.
 - (c) Access to services – The Parties recognize that settlement is a continuum and agree to take measures, such as the Canada, Ontario and Toronto immigration portals, to provide access to information and services. The Parties will also work together on specialized services, such as settlement support, so that they are readily available and can be accessed as necessary by immigrants.
 - (d) Citizenship and civic engagement – The Parties recognize that citizenship and civic engagement are fundamental to democracy and agree that the importance of citizenship and civic engagement should be incorporated into immigrant settlement and integration strategies.

5. Public Communication

- (1) The Parties acknowledge that citizens have a right to transparency and public accountability, which is best served by full information about the benefits of this MOU.
- (2) The Parties agree to a communications protocol, as follows, which establishes the principles and practices that will guide all announcements and events related to this MOU. Communications activities may include, without limitation, major public events or announcements, or communications products such as speeches, press releases, Web sites, advertising, promotional material or signage.
- (3) The Parties agree that communications activities marking the signing of this MOU and other key milestones that occur within the context of this MOU will involve all Parties in planning and execution.
- (4) The Parties will make their best efforts regarding the timing of public events related to this MOU to allow for the Parties to plan their involvement.
- (5) In addition to joint communications activities, the Parties may include messaging in their own communications products and activities related to this MOU.
- (6) Joint communications material and signage will reflect all applicable communications policies and statutory requirements of the Parties, including the *Official Languages Act* and the governments of Canada, Ontario and the City of Toronto identity graphics guidelines.

6. Duration and Renewal of the Memorandum of Understanding

- (1) This MOU is effective on September 29, 2006.
- (2) This MOU may be amended from time to time with the written consent of all Parties.
- (3) This MOU will be in effect until the expiry or termination of the Agreement, whichever occurs earlier.

7. Termination

The MOU may be terminated by any Party upon 90 days prior written notice being given to the other Parties.

8. Ratification

This MOU is being executed on behalf of the City of Toronto by the Mayor thereof, to be ratified as required by Toronto City Council.

9. Notice

Any notice, information or document provided for under this MOU will be effectively given if delivered or sent by pre-paid mail or facsimile or e-mail. Any notice that is delivered by facsimile or e-mail will be deemed to have been received upon delivery, and any notice sent by pre-paid mail will be deemed to have been received eight (8) calendar days after being mailed.

Notices to Canada will be addressed to:

Assistant Deputy Minister
Strategic and Program Policy
Citizenship and Immigration Canada
365 Laurier Avenue West
Ottawa, ON K1A 1L1
Telephone: 613-954-7353
Fax: 613-946-6048
E-mail: malcolm.brown@cic.gc.ca

Notices to Ontario will be addressed to:

Assistant Deputy Minister
Ministry of Citizenship and Immigration
3rd Floor, 400 University Avenue
Toronto, ON M7A 2R9
Telephone: 416-325-6278
Fax: 416-314-7599
E-mail: Katherine.Hewson@ontario.ca

Notices to City of Toronto will be addressed to:

City Manager
City of Toronto
100 Queen Street West
City Hall, 11th Floor, East Tower
Toronto, ON M5H 2N2
Telephone: 416-392-3551
Fax: 416-392-1827
E-mail: shoy@toronto.ca

Each Party may change the address that it has stipulated by notifying in writing the other Parties of the new address.

10. Signatures

IN THE PRESENCE OF:

**HER MAJESTY IN RIGHT
OF CANADA as
represented by the
Minister of Citizenship and
Immigration Canada**

WITNESS

Minister of Citizenship and
Immigration Canada

IN THE PRESENCE OF:

**HER MAJESTY IN RIGHT
OF ONTARIO as
represented by the
Minister of Citizenship and
Immigration Ontario**

WITNESS

Minister of Citizenship and
Immigration Ontario

IN THE PRESENCE OF:

**CITY OF TORONTO as
represented by His
Worship the Mayor of
Toronto**

WITNESS

Mayor of Toronto